INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT TO VARY BENEFITS BY AMENDING BY-LAWS. — The defendant, a mutual benefit insurance corporation of which the plaintiff was a member, amended its by-laws so as to reduce the amount of sick benefits to which he was entitled, but not so low as the amount due under the by-laws as they existed when he became a member. He had agreed to be "guided" by the by-laws then in existence or thereafter adopted. *Held*, that the amendment was binding upon the plaintiff. *Hannes* v. *Nederland Israelitish Sick Fund*, 136 N. Y. Supp. 742 (Sup. Ct., App. Div.).

How far mutual benefit societies can affect the rights of members by amending the by-laws, even when the right to amend is expressly reserved, is in dispute on the authorities. There is a square conflict as to introducing a prohibition against engaging in certain businesses, as selling liquor. *Loeffler* v. *Modern Woodmen of America*, 100 Wis. 79, 75 N. W. 1012; *Ayers* v. *Grand Lodge Ancient Order of United Workmen*, 188 N. Y. 280, 80 N. E. 1020. The same is true of amendments avoiding liability in case of self-destruction. *Hughes* v. *Wisconsin Odd Fellows' Mutual Life Ins. Co.*, 98 Wis. 292, 73 N. W. 1015. *Cf. Weber* v. *Supreme Tent Knights of Maccabees*, 172 N. Y. 490, 65 N. E. 258. The manner of determining beneficiaries may be varied. *Masonic Mutual Benefit Association* v. *Severson*, 71 Conn. 719, 43 Atl. 192. But by the weight of authority the amount of assessments cannot be increased. *Strauss* v. *Mutual Reserve Fund Life Association*, 128 N. C. 465, 39 S. E. 55; *Wright* v. *Knights of Maccabees*, 196 N. Y. 391, 89 N. E. 1078. *Contra*, *Fullenwider* v. *Supreme Council Royal League*, 180 Ill. 621, 54 N. E. 485. Great diversity exists as to the right to diminish benefits. Formerly the right was commonly admitted. *Stohr* v. *San Francisco Musical Fund Society*, 82 Cal. 557, 22 Pac. 1125; *Fugure* v. *Mutual Society of St. Joseph*, 46 Vt. 362. But the present tendency is to deny it on the ground that it was not contemplated by the parties. *Knights Templars' and Masons' Life Indemnity Co.* v. *Jarman*, 104 Fed. 638; *Supreme Council American Legion of Honor* v. *Jordan*, 117 Ga. 808, 45 S. E. 33. From the nature of such societies, assessments and benefits must vary together in the long run. Therefore, if the benefits can be varied at all, it seems as likely that a member contemplates a reasonable decrease in both as an increase. *A fortiori*, a decrease which does not go below the original amount would be within a reasonable contemplation. It is perhaps more nearly the member's real intention that neither benefits nor assessments are to be altered. See 17 HARV. L. REV. 127.

LANDLORD AND TENANT — MONTHLY TENANCY — NOTICE NECESSARY TO TERMINATE. — A tenant from month to month gave notice of his intention to quit, and vacated the premises two weeks before the end of the month. The landlord claimed another month's rent on the ground that he was entitled to a month's notice. *Held*, that reasonable notice only is necessary. *Burgoyne* v. *Mallett*, 21 West. L. R. 566 (British Columbia).

It was decided by early English cases that notice commensurate with the term is sufficient to terminate a tenancy from month to month or from week to week. *Doe d. Parry* v. *Hazell*, 1 Esp. 94. See *Doe d. Peacock* v. *Raffan*, 6 Esp. 4, 5. But whether such notice is necessary seems never to have been decided in England. The court in the principal case relies on the *dicta* of two judges, which hardly support the conclusion drawn from them. See *Jones* v. *Mills*, 10 C. B. N. S. 788, 798, 800. The Irish courts have decided that the term for which a person takes premises is his own agreed measure of reasonableness, and that therefore that much notice is necessary to terminate the tenancy. *Beamish* v. *Cox*, 16 L. R. Ir. 270; *Harvey* v. *Copeland*, 30 L. R. Ir. 412. In the absence of express agreement, the general rule in the United States is that notice commensurate with the term is necessary. *Prickett* v. *Ritter*, 16 Ill. 96; *Stewart* v. *Murrell*, 65 Ark. 471, 47 S. W. 130. The New York cases are in some con-